24th February 1930]

Appendix XI.

[Vide answer to question No. 1498 asked by Mr. A. B. Shetty at the meeting of the Legislative Council held on the 24th February 1930, page 49 supra.]

Read—the following :—

G.O. Ms. No. 180, Law (Education), dated the 6th February 1930.

From the Director of Public Instruction, R.C. No. 472-E/29, dated 4th December 1929.

With reference to the last paragraph of G.O. Ms. No. 1578, Education, dated 29th July 1929, I have the honour to submit the following draft of the amendment to be made in the Madras Educational Rules for the approval of Government.

The following item may be added as clause (i) to rule 12 of the Madras Educational Rules :—

" 12 (i) The agreements entered into between the management and all the teachers on the staff of the school (Vide Appendix 28) ".

2. A draft of Appendix 28 is enclosed for the approval of Government. The form of agreement embodied therein was drawn up by the Government Solicitor and slightly modified by me.

Order—Mis. No. 180, *Law (Education), dated* 6*th February* 1930.

The following notification will be published in the *Fort St. George Gazette* :—

Notification.

(1) *Insert* the following as clause (i) to rule 12 of the Madras Educational Rules :—

" The terms on which the teachers are engaged including the execution of a written agreement between the management and each teacher as prescribed in Appendix 28."

(2) *Insert* the following as appendix 28 to the Madras Educational Rules :—

Appendix 28.

Rule 12 (i).

The agreement contemplated under rule 12 (i) need not necessarily be the same in all schools; but in all cases it shall contain reference to the terms of service, salary and vacation pay, and conditions of termination of service.

It should be noted that the Government consider that when a teacher is appointed on probation, the maximum period of such probation should be one year.

[24th February 1930

The following is a draft form of agreement which will serve as a model.

AGREEMENT made the day of One Thousand Nine-Hundred and BETWEEN (school authority) of the one part and (teacher) of the other part.

WHEREAS the said (school authority) have agreed to engage the said (teacher) to serve the (name of) school at (place) in the capacity of a teacher and at the salary hereinafter mentioned.

NOW THESE PRESENTS WITNESS and the parties hereto do hereby mutually covenant contract and agree in manner following, that is to say

1. That the said (school authority) shall employ the said (teacher) and the said (teacher) shall serve the said (school authority) as a teacher in the (name) school at (place) from the date of his taking charge of such appointment until such employment shall be determined as hereinafter provided.

That except it be in a purely temporary vacancy the said (teacher) shall be on probation for a period of months from the date of his first taking charge of his appointment during which period it shall be open to the said (school authority) to dispense with his services without giving notice or without assigning any reasons.

2. That the said (teacher) will employ himself honestly efficiently and diligently under the orders and instructions of the Headmaster or other officers or managers of the said school under whom he shall from time to time be placed as teacher in the said (name) school in which capacity he will discharge all such duties appertaining to that office and do all things which may be required of him or which are necessary to be done in his capacity as aforesaid and will make himself in other respects generally useful as may be required of him.

3. That he will not on any pretence absent himself from his duties without first having obtained the permission of his superior officers authorized in this behalf or in case of sickness or inevitable accident without forwarding a medical certificate satisfactory to the officers aforesaid as may be required by the leave rules of the said school.

4. That he will devote his whole time to the duties of the said employment and will not on his own account or otherwise either directly or indirectly carry on or be concerned in any trade or business whatsoever, without having first obtained the permission of his superior officers authorized in his behalf.

5. That he will conform to all the rules and regulations in force in the said school inclusive of leave rules a copy of which is appended and will obey all such lawful orders and directions as he shall from time to time receive from any authorized officer of the said school.

6. That this agreement may be terminated at any time by either party on giving to the other three calendar months notice in writing of such intention to determine the same, or by (school authority) on paying three months salary in lieu of such notice and may be determined by the (school authority) forthwith without any notice in the event of such misconduct on the part o (teacher) as may be considered by the Director of Public Instruction of warrant suspension or cancellation of his Teacher's Certificate under Rule 151 of the Madras Educational Rules.

24th February 1930]

7. That if the said (teacher) shall observe and comply with all the provisions of these presents there shall be paid to him for such time as he shall be in the service of the said school and actually perform his duties a salary of Rs. per mensem for the first year* of his service which shall be increased each subsequent year of his service by Rs. per mensem up to a maximum of Rs. but that in the event of his temporary absence from duty by reason of sickness or leave or otherwise he shall be paid such salary only as shall be determined by the rules in force in the said school.

Provided always that the teacher shall get the full salary or a proportionately reduced amount per month during the vacation according as he has worked for the full period July to March inclusive or a shorter period.

8. That it shall be lawful for the school authority at any time if satisfied on medical evidence that the said teacher is unfit and is likely for a considerable period to continue unfit by reasons of ill-health for the discharge of his duties as such teacher to determine his service under these presents on paying him three months salary less any amount which may have been paid him as leave allowance after the date of his last appearance in the school for the regular discharge of his duties as teacher (the decision of the school authority as to the unfitness of the teacher being final and conclusive) and thereupon his service shall absolutely cease and determine.

In witness thereof
and have hereunto set their hands the day and year first above written.

Signed by
in the presence of

Signed by
in the presence of

(By order of the Government,
Ministry of Education and Local Self-Government)

A. F. W. DIXON,
Deputy Secretary to Government.

To the Director of Public Instruction.
,, Local Self-Government Department.
,, Superintendent, Government Press (for publication of notification).

SATYAMEVA JAYATE
TRUTH ALONE TRIUMPHS